

Exhibit F

JURNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):

Oswell F. Sutherland, SB #37721

UTHERLAND & GERBER

Professional Corporation

443 W. Main Street

El Centro, CA 92243

TELEPHONE NO: (760) 353-4444 FAX NO.(Optional): (760) 352-2533

MAIL ADDRESS (Optional): sutherlandgerber@sbcglobal.net

ATTORNEY FOR (Name): Del Norte Chevrolet-Olds Co.

JUDICIAL COURT OF CALIFORNIA, COUNTY OF Imperial

STREET ADDRESS: 939 Main Street

MAILING ADDRESS:

CITY AND ZIP CODE: El Centro, CA 92243

BRANCH NAME:

PLAINTIFF: Del Norte Chevrolet-Olds Co. and Larry Allen

DEFENDANT: General Motors Corporation

DOES 1 TO 50, inclusive

CONTRACT

COMPLAINT

AMENDED COMPLAINT (Number):

CROSS-COMPLAINT

AMENDED CROSS-COMPLAINT (Number):

Jurisdiction (check all that apply):

ACTION IS A LIMITED CIVIL CASE

Amount demanded does not exceed \$10,000

exceeds \$10,000, but does not exceed \$25,000

ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)

ACTION IS RECLASSIFIED by this amended complaint or cross-complaint

from limited to unlimited

from unlimited to limited

FOR COURT USE ONLY

ENDORSED

08/17/2008

Assigned for all purpose to Judge
including trial

CHRISTOPHER W. YEAGER

CASE NUMBER:

ECU03448

Plaintiff* (name or names): Del Norte Chevrolet-Olds Co. and Larry Allen

alleges causes of action against defendant* (name or names): General Motors Corporation

2. This pleading, including attachments and exhibits, consists of the following number of pages: 1

3. a. Each plaintiff named above is a competent adult

except plaintiff (name): Del Norte Chevrolet-Olds Co.

(1) a corporation qualified to do business in California

(2) an unincorporated entity (describe):

(3) other (specify):

b. Plaintiff (name): Del Norte Chevrolet-Olds Co.

a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):

b. has complied with all licensing requirements as a licensed (specify): to be a car dealership.

c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3a.

4. a. Each defendant named above is a natural person

except defendant (name): General Motors except defendant (name):

Corporation

(1) a business organization, form unknown

(2) a corporation

(3) an unincorporated entity (describe):

(4) a public entity (describe):

(5) other (specify):

(1) a business organization, form unknown

(2) a corporation

(3) an unincorporated entity (describe):

(4) a public entity (describe):

(5) other (specify):

HON/TITLE: Del Norte Chevr et-Olds Co.; et al. v. Gene

CASE NUMBER:

(Continued)

- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): 1-25 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 26-50 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):
- i. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because

- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
 Common Counts
 Other (specify):

9. Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. damages of: \$ 375,000.00
- b. interest on the damages
(1) according to proof
(2) at the rate of (specify): 10.00 percent per year from (date): April, 2003
- c. attorney fees
(1) of: \$
(2) according to proof.
- d. other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: December 28, 2006

Lowell F. Sutherland, SB #37721

(TYPE OR PRINT NAME)

If you wish to verify this pleading, affix a verification.

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

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PLAINTIFF'S NAME: Del Norte Chevrolet-Olds Co., et al. v. General Motors Corporation	CASE NUMBER:
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One

CAUSE OF ACTION - Breach of Contract

Page 3

(number)

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): **Del Norte Chevrolet-Olds Co. and Larry Allen**

alleges that on or about (date): **June, 2002**

a written oral other (specify):

agreement was made between (name parties to agreement): **Plaintiffs and Defendant**

A copy of the agreement is attached as Exhibit A, or
 The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):
Defendants agreed that Plaintiff would have the option to order up to 75 three quarter and one ton Chevrolet trucks 75% of which would be equipped at plaintiff's option with Duramax diesel engines. These vehicles were to be in addition to plaintiff's normal allocation under the Vehicle Ordering Management System. (Hereafter the additional allocation.) Defendant agreed to fill these orders with the timing of the mix and delivery of these vehicles to be agreed upon by plaintiff and defendant subject to factors beyond defendants and plaintiffs' control such as strikes, work stoppages, unanticipated production problems or recalls. Defendant further promised that in the event that all 75 of these vehicles could not be delivered by the end of the 2003 model year, then the balance was to be delivered as soon thereafter as reasonably possible irrespective of model year.

BC-2. On or about (dates): **April, 2003**

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify): During the model year 2003, Plaintiff ordered 111 vehicles which included the additional allocation and the vehicles plaintiff was otherwise entitled to under the Vehicle Ordering Management System. None of the additional allocation were delivered. In April 2003, a representative of Defendant repudiated the promise to deliver the additional allocation of trucks. Plaintiff elected to give Defendant until the 2004 model year to perform as permitted by paragraph 18 (b) of the agreement of June, 2002. Defendant has failed and refused to deliver the additional allocation.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement
 as stated in Attachment BC-4 as follows (specify): **\$375,000.00**

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute
 of \$
 according to proof.

BC-6. Other: Plaintiffs demand a trial by jury.